

ATTACHMENTS
to
COOK COUNTY STATE'S ATTORNEY'S INITIAL BRIEF
ICC Docket 98-0252 and 98-0335 Consol.
(Public and Proprietary Versions)

- Attachment A: Excerpt of Ameritech's Response to Chairman Mathias' Data Request
 from GCI Ex. 2.2
- Attachment B: Service Quality Measures, Standards, and Escalation Factors in the
 Proposed Service Quality Incentive Mechanism from GCI Ex. 2.5

ATTACHMENT "A"

(Excerpt from Ameritech's Response to Chairman Matthias' Data Request)

Chairman Mathias Data Request

Forecasting Customer Service Needs

There was no analysis of how SBC/Ameritech-Illinois forecasts its customers' service needs and the company's general business needs, who makes those forecasts, how accurate the forecasts have been historically and what changes, if any, SBC/Ameritech-Illinois is making to its forecasting methodologies for its customer, general business and other needs.

Response:

1. Consumer Forecast Flow Summary

Forecasting of Access Lines, Central Office Features and Services begins with an assessment of the marketplace performed by the Product and Segment marketing organizations. The assessment is broken down into geographic areas based on the following variables:

- Economics
- Product penetration
- Pricing
- Competition
- Stimulation plans
- Consumer demand/preferences

Each of these variables is utilized to develop specific inward and outward expectations (volumes) to determine the required infrastructure to meet the consumer demands.

These volumes, once defined, are reviewed with the Network planning organization. The Network planning organization develops plans for infrastructure growth independently. The Consumer Plans are overlaid onto the Network Plans to determine if enough capacity exists to meet the Consumer Unit's expectations. Once this is completed and agreement on future demand is reached, Network will put together their final forecasts for Network facilities.

2. Business Customer Services (BCS) Forecast Process

Most new products come out of the Greenprint process. Greenprint is a highly confidential product development process to assess, develop and launch new products and services within Ameritech/SBC. During Greenprint, product marketing ensures that the product is ready to go to market. Among other things, product marketing ensures that the network is capable of handling the product, the billing systems are operational, the appropriate tariffs are filed, and operationally the product functions as planned. Network is provided forecasts as to the level of support needed on an ongoing basis for all new products.

Forecast Customer Service Needs

From a BCS perspective, we focus on the impact of the product on our customers via our channels. We work with product marketing to develop a joint forecast within our specific channels via the market readiness process. This process ensures the products and services we roll out are supported by our channels. This process includes training, notification of volumes, advertising support needed, and methods and procedures. New product forecasts are provided to call center force management group for incorporation into their force model. Forecasts on penetration levels vary based on the product, availability, pricing and level of advertising support.

3. Network Forecasting Model

The Company forecasts the volume of installation orders which require a field visit, or "visited service orders" (VSOs), based on the forecast of inward access lines provided by the business units as well as by utilization of historical data. The forecasted number of inward lines is multiplied by the percentage of lines that historically have required a field dispatch for the specific type of service being installed. The formula also uses historical trends based on seasonal service order volumes.

In a similar manner, the dispatched out trouble (DOT) volumes are forecast based on historical data, which is tracked by trouble report disposition code. This data is forecast at the district level based on data from 1994 to the present. The forecasting method used is exponential smoothing, which incorporates past seasonal and growth trends.

Historical visited service orders and dispatched trouble reports can be seen on the attached charts. Note: DOT volumes represent repair visits and VSO volumes represent installation visits.

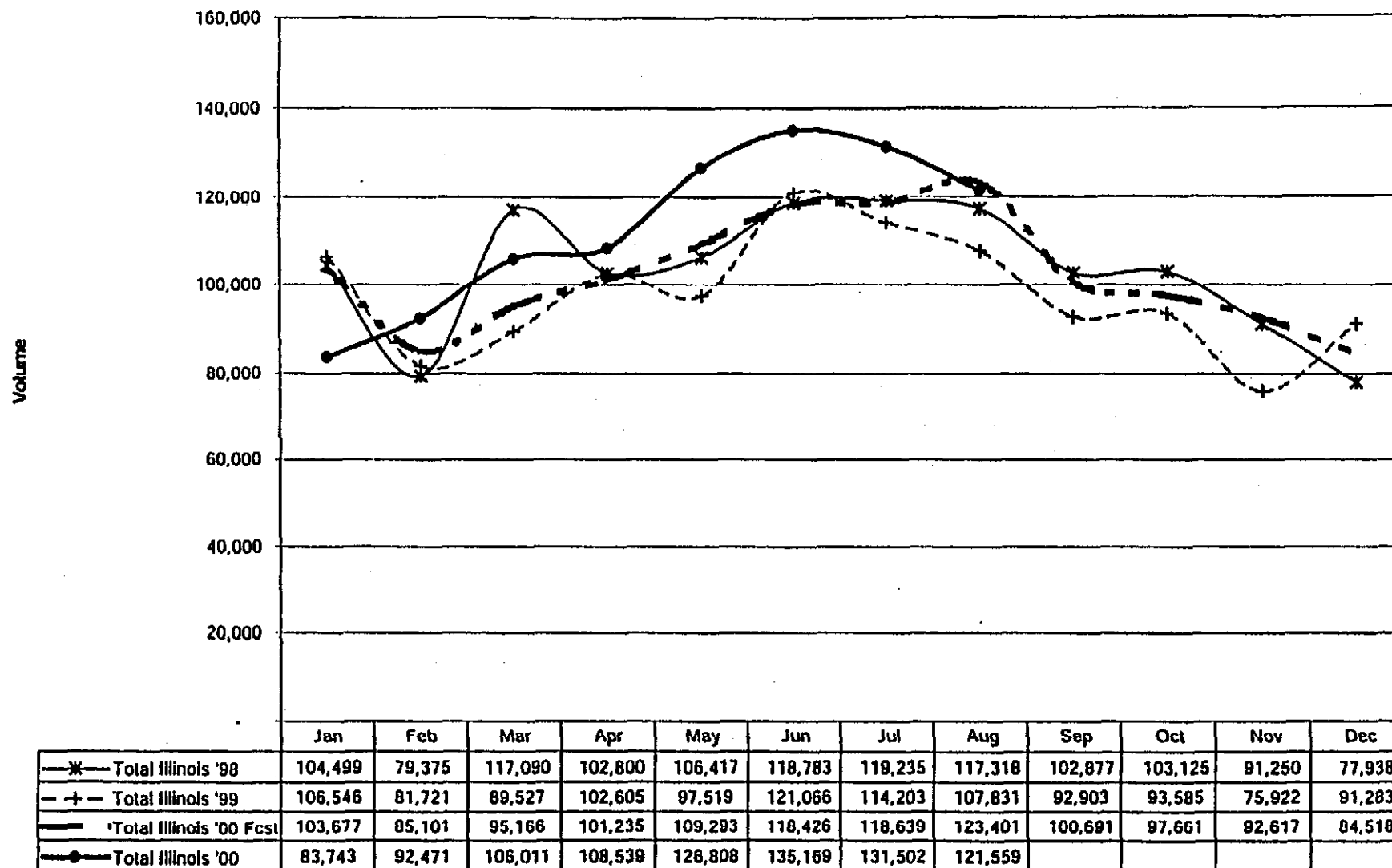
Once these forecast volumes have been developed, they are entered into a force/load model which incorporates the average amount of field technician time required for an installation order and/or trouble report. This model is sensitized using varying productivity improvement and overtime assumptions. The productivity improvement percentage used incorporates historical productivity improvements as well as the impact of known business or process changes. The overtime assumptions assume not only a "floor" of overtime which is required for technicians to complete work items at the end of the day and on weekends during low volume periods, but also recognizes that abnormally high levels of overtime can not be sustained for long periods of time and that the productivity of technicians diminishes at very high levels of sustained overtime.

Once the requisite number of technicians is determined from the model, this information is used in the ongoing staffing of the field organizations. To the degree the volume forecasts under-run the actual volumes, or productivity improvements are not realized, potential force/load mismatches are created and a work backlog is

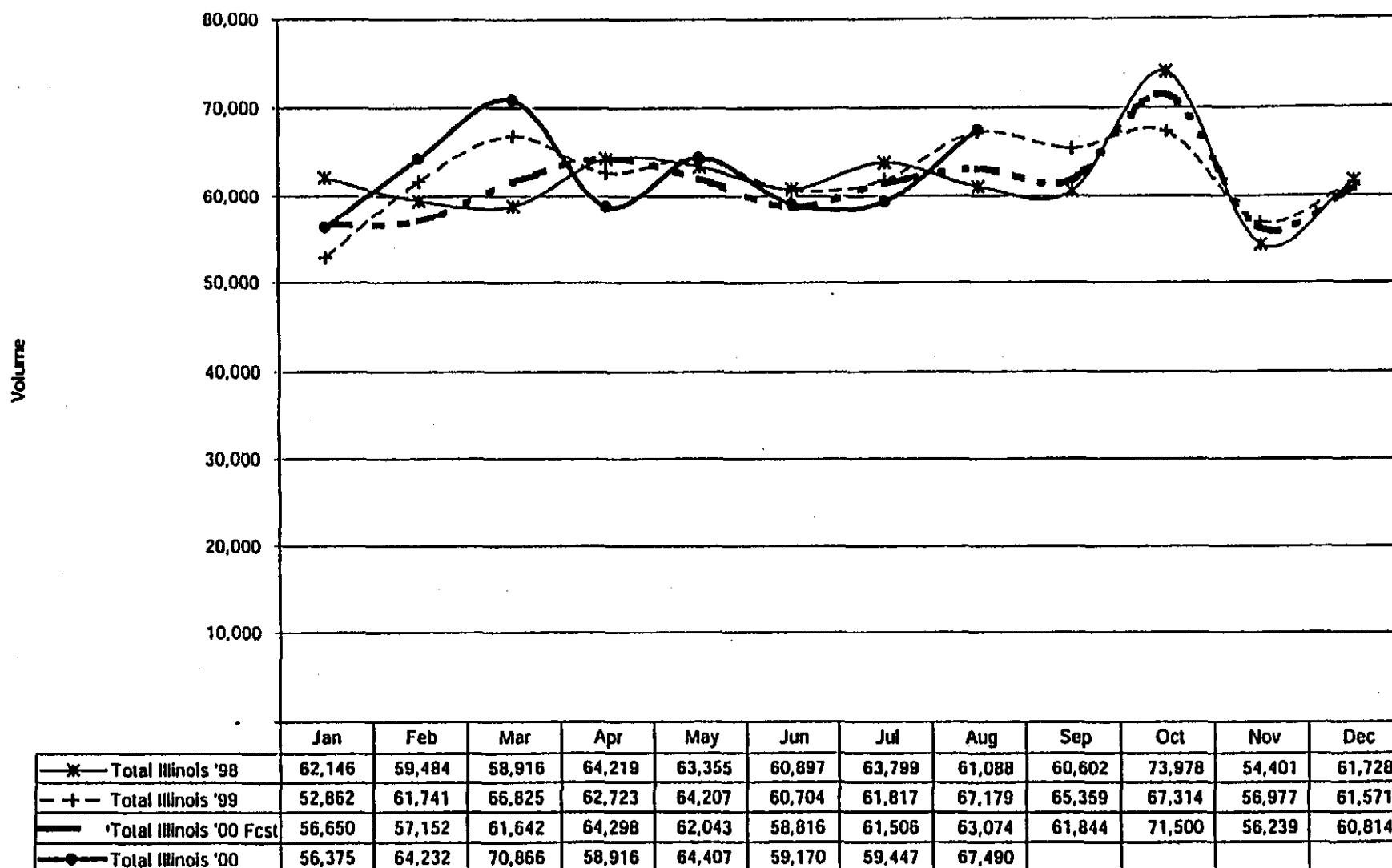
Forecast Customer Service Needs

created which needs intervention in the form of additional overtime, loans from other organizations, or in the longer term, the hiring of additional field personnel.

POTS DOT Volume



POTS VSO Volume



Chairman Mathias Data Request***SBC/Ameritech-Illinois Forecast Failure to Meet Out of Service 24 Hour Standard***

The company's written presentation disclosed (at page 24) that the company forecasts it will not meet the Commission's out of service less than 24 hours standard and therefore likely will pay a substantial fine. This would be the eighth time in ten years that Ameritech has failed to meet this standard and provide the legally mandated customer service. This, in spite of the fact that the penalty for non-performance was increased in 1999 to an amount almost eight times higher than before - from \$4 million to \$30 million.

Response:

The Company takes the Out of Service Over 24 Hours standard very seriously in Illinois as evidenced by the significant improvement which was evident during 1999 and the first half of this year. This is a very difficult standard to attain on a consistent basis and is one of the most stringent service requirements placed on telecommunication carriers anywhere in the country. Nevertheless, Ameritech Illinois' performance on this measure, while currently falling short of expectations, led all SBC states during the July 1999 through June 2000 period as measured by the NARUC Company Service Quality Reports.

The Company has worked closely with your staff the past two years to ensure that the appropriate degree of focus and attention was directed at this measure. Until the arrival of the exceptionally high work volumes this past summer, the Company was attaining this measure on a regular basis and has every intention of returning to those premier levels of service once the current work backlog is addressed.

Chairman Mathias Data Request

Customer Compensation for Inadequate Service

The written presentation failed to address what compensation should be awarded by the company to any customer who does not receive service that meets Commission service standards or to a customer who paid for a service that is not received. Should a customer who has paid for "line backer" service for the past many months and who does not receive prompt repair service have refunded to him/her all of the prior line backer payments that the customer has made? Should the customer have to request such refund or should it be provided automatically by SBC/Ameritech-Illinois? As Commissioner Harvill asked during Wednesday's hearing, should a customer whose service is not restored within 24 hours or installed within five business days receive free cellular telephone service from SBC/Ameritech-Illinois until the restoration or installation of such service? The company's written presentation made no mention of these possible alternatives.

Response:

Ameritech is currently developing a cellular loaner program to provide cellular service to those customers with special circumstances that are experiencing extremely long delays for repair and installation of service.

Missed Appointment/Extended Due Dates/Facility Delays

Standard:

- | | |
|--|---|
| <ul style="list-style-type: none"> - Attempt to contact customer was made prior to due date | <ul style="list-style-type: none"> • Based on customer request, service representative can adjust between 0-50% of the installation fee. (Does not include jacks, wiring) |
| <ul style="list-style-type: none"> - Attempt to contact customer was successful, unsuccessful or no attempt was made on or after the due date | <ul style="list-style-type: none"> • Based on customer request, service representative can adjust between 0-100% of the installation fee. (Does not include jacks, wiring) |

Operation Pride:

Extended due date of more than 7 days:

- Customers will automatically receive a credit of \$19.00, which is equal to the monthly average of basic service.
- Credits are offered on multiple lines on all new service connections, or additional line orders

Missed Appointments/Facility Delays

- If customer is not satisfied with operation pride credit, service representative can make additional adjustment of installation fee, not to exceed 100% of installation.

Out of Service Adjustments:

Standard:

Customer calls in to request an out of service adjustment. Credits are prorated for actual time out of service.

Operation Pride:

If customers out of service for more than 48 hours a \$19.00 credit, which is equal to the monthly average of basic service, is automatically applied to the customer's bill.

Company Policy on Line Backer Service:

LINE-BACKER only covers certain repair charges associated with problems found in the customer's inside (premises telecommunications) wire. Thus, if a customer is calling repair to report an out of service condition, LINE-BACKER would only cover the repair if the problem was not found to be in the network (e.g. outside of the customer premises, within or on the network side of the Network Interface).

LINE-BACKER® Terms & Conditions

LINE-BACKER and MULTI LINE-BACKER

Covers:

- Service calls
- Diagnosis of problem
- Repair of premises' Telecommunications Wire and jacks

Some limitations apply.

LINE-BACKER with Phone MULTI LINE-BACKER with Phone

Covers:

- Service calls
- Diagnosis of problem
- Repair of premises' Telecommunications Wire and jacks
- Loaner phone for up to 60 days

Some limitations apply.

To Request Repair Service

Please refer to your phone bill for your local repair number.

Responsibility

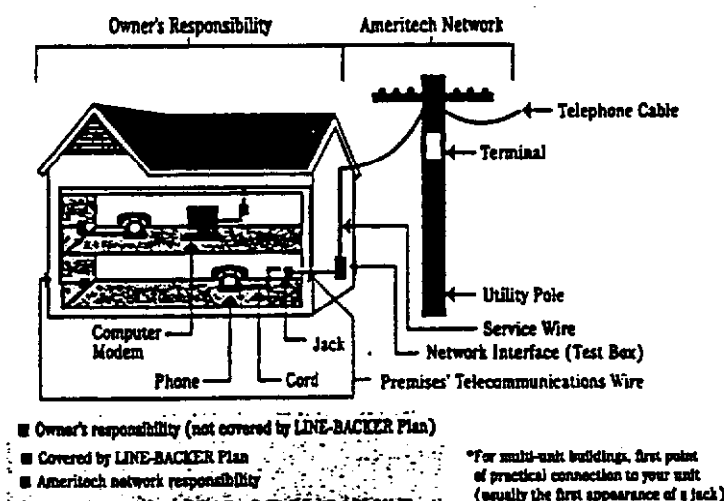
Ameritech is always responsible for maintaining Ameritech's network facilities. You are responsible for maintaining and repairing all Telecommunications Wire and equipment (e.g., phones, faxes, modems, etc.). Premises' Telecommunications Wire ("Telecommunications Wire") is the wire extending from the network interface* (the point where Ameritech's network facilities connect to your home or business, and is generally mounted on the exterior wall) up to and including your jacks. Ameritech offers LINE-BACKER Plans to help protect you against unforeseen repair bills on Telecommunications Wire and jacks.

Description of Services

All LINE-BACKER Plans are optional services that protect Ameritech customers against unexpected Telecommunications Wire repair charges in the event that a problem is found in the Telecommunications Wire and/or jacks.

LINE-BACKER covers single phone lines and MULTI LINE-BACKER (residential accounts only) covers multiple phone lines on the same account.

All LINE-BACKER Plans cover the Telecommunications Wire from Ameritech's network facilities, up to and including the phone jacks. (See diagram below.)



Phone Option

If you subscribe to LINE-BACKER with Phone or MULTI LINE-BACKER with Phone, Ameritech will loan you a standard single-line telephone set for up to 60 days while you are having your phone repaired. Ameritech cannot fix your phone. (NOTE: The loaner phone may not have special call management equipment such as the display device needed for Caller ID.)

Please remember that Ameritech does not own the loaner phone. You will be asked to sign a receipt confirming that you will return the loaner phone within 60 days. (Limited to three loaner phones within a six-month period.) Ameritech and the loaner phone provider have the right to take action if the phone is not returned within the 60-day period, including the right to demand payment for the loaner phone.

Damage to Premises

If damage to the Telecommunications Wire occurs as a result of catastrophic damage to all or a portion of your premises, the repair of Telecommunications Wire will be provided only to the portion of the premises, if any, that is in a condition suitable for immediate occupancy and does not require reconstruction or repair of walls, floors or other structural features. If the Telecommunications Wire repair cannot be completed until after such reconstruction is completed because of extreme damage to the premises, applicable charges will apply to install new or repair any existing wiring.

Conditions Not Covered

The following conditions are not covered under the LINE-BACKER Plan:

- Problems that existed before you subscribed to LINE-BACKER.
- Damage to Telecommunications Wire caused by negligence of a contractor or intentional damage by you or a third party.
- Damage to Telecommunications Wire caused by faulty equipment (e.g., telephone, fax, modem, etc.).
- Installation of additional Telecommunications Wire, including connecting the wire at the network interface or jacks.
- End-to-end replacement of Telecommunications Wire (e.g., from the network interface to one or more jacks/terminations).
- * ■ Repair of main line extension wire to unattached structures (such as a separate garage or barn).
- * ■ Repair of jacks located outdoors, except for jacks attached to the exterior of your premises.
 - Repair of wiring for boat slips and special boat cords and jacks.
 - Conversion of hard-wired phones to modular phone outlets.
 - Repair of telecommunications equipment.
- * ■ For multi-unit dwellings, problems occurring in horizontal and/or riser cable.
- * ■ Requests to check for wire taps.

Please note that LINE-BACKER Plans are not available with some services such as WATS and 800 service. To determine availability, call the customer service number listed on your telephone bill.

Inability to Access Premises

Ameritech must have reasonable access to your premises to diagnose and repair problems. Ameritech will try to schedule a mutually convenient appointment, but will be excused from performance if reasonable access is not provided. You may be responsible for a Service Call charge if a technician must return to your premises due to denied access.

* Effective December 31, 1999

Effective Date

When you order LINE-BACKER, it is effective immediately if you are ordering new telephone service. If your order is a change in your existing phone service options or choice of LINE-BACKER Plan, LINE-BACKER is effective five calendar days after date of order.

Charges and Billing

The monthly charge for LINE-BACKER will appear on your Ameritech telephone bill. Payment for LINE-BACKER has the same due date and is subject to the same late payment charges as other billed items. A one-time ordering charge may also apply. In addition, you are obligated to pay all applicable taxes assessed on your monthly bill. See the taxes section of your monthly bill. Ameritech may allocate in any manner payments made against charges appearing on your phone bill.

Cancellation of LINE-BACKER Plan

You may cancel your LINE-BACKER Plan at any time. To cancel, call the customer service number on the local service portion of your telephone bill.

The monthly charge for the LINE-BACKER Plan will be credited, based on the requested removal date and your billing period. You may cancel LINE-BACKER within 10 days following the postmarked date of this Terms and Conditions at no charge. Afterward, the minimum contract period is 30 days. Ameritech may cancel your LINE-BACKER for nonpayment of applicable charges at any time without notice.

In addition, Ameritech may cancel your LINE-BACKER or MULTI LINE-BACKER with Phone in the event of suspected malicious damage or intentional abuse or failure to return the phone within 60 days.

Limitation of Liability

Ameritech is not liable for delays or failure to perform services covered under your LINE-BACKER due to circumstances beyond its control, including, but not limited to, labor strikes, civil unrest, work stoppages or acts of nature.

If Ameritech fails to properly perform a repair under the terms and conditions of the LINE-BACKER service, a technician will return to correct the problem.

If a loaner phone malfunctions within the 60-day period, you may exchange it at no additional charge.

Ameritech is not liable for expenses, losses or damages caused by mistakes, omissions, interruptions, delays or errors in the performance of the service, or the failure or malfunctions of your loaner phone or Telecommunications Wire.

AMERITECH SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ANY OTHER EXPENSES, LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF YOUR LINE-BACKER PLAN OR ANY SERVICE COVERED UNDER LINE-BACKER OR THE USE OR INABILITY TO USE THE TELEPHONE SERVICE TO WHICH LINE-BACKER APPLIES.

Changes to Terms and Conditions

Ameritech may change any of the Terms and Conditions or discontinue any of the Plans, or increase the price of your LINE-BACKER Plan by notifying you in writing at least 30 days before its effective date.

Important: Your agreement to these terms and conditions is indicated by your payment of the LINE-BACKER charges on your next Ameritech bill.

Nota a los clientes de habla hispana: Para cualquier consulta, por favor llame al 1-800-621-4533 de lunes a viernes, de 7 a.m. a 10 p.m. o los sábados de 7 a.m. a 7 p.m. (hora central).

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HELPFUL HINTS: ***Troubleshooting You Can Perform Yourself***

If you have a problem with your telephone service, try these simple steps before calling Ameritech. You will need a screwdriver and a telephone that you know is working properly.

- 1** Find your telephone network interface. It's a gray box approximately 9" x 7" x 3" (businesses and multi-tenant buildings have a larger interface). This is the point where your inside wiring meets the Ameritech network. The interface is usually located on an exterior rear or side wall. In some cases, this interface will be located in your basement or within 12" of an outside wall.
- 2** Unscrew and open the left side of the box. Find the test jack for each of your lines. If there are multiple lines in your home or business, each line should be tested.
- 3** Each line has a test point. Unplug your test jack for each line and wait at least one minute. Plug in your phone at the test point. To make sure your phone is working properly, dial a local number to see if you can complete a call.
- 4** If the original problem still exists, contact Ameritech. If the trouble disappears, it's caused by your inside wire or telecommunications equipment. To determine if the problem is in your inside wire, continue with the next step.
- 5** If you have a cordless telephone, unplug it from the jack and power supply. Wait one to two minutes and pick up another phone. If the dial tone returns or the noise disappears, the problem was in the cordless phone. If the problem still exists, unplug the phone again from the jack and power supply and go to the next telephone.
- 6** Continue to unplug each telephone or piece of equipment (e.g., phone, fax, modem, etc.), wait one to two minutes, leave the equipment unplugged and check the next phone to see if the problem has cleared. If the dial tone returns or the noise disappears, this means that the problem existed on the last piece of equipment unplugged from the jack and power supply.
- 7** If the problem still exists, call Ameritech at the appropriate number listed on your telephone bill. LINE-BACKER includes Service Calls to diagnose a problem, and repair of the Telecommunications Wire and jacks, if necessary. (NOTE: Ameritech may be able to diagnose the problem without a visit.) Even if Ameritech discovers that the problem is in your telephone, there will be no charge for the visit.

Please keep this with your important papers.

Ameritech

In a world of technology,
people make the difference.

405-1LLB (6/99)